



## **Filing Receipt**

**Filing Date - 2023-05-09 02:55:46 PM**

**Control Number - 54147**

**Item Number - 22**

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2728 N. Harwood  
Dallas, TX 75201

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214.745.5390 FAX  
winstead.com

Scott Eidman  
direct dial: 214.745.5484  
email: [seidman@winstead.com](mailto:seidman@winstead.com)

May 9, 2023

Public Utility Commission of Texas  
Central Records  
Attn: Filing Clerk  
1701 N. Congress Avenue  
Austin, Texas 78711

Re: Rolling V Ranch WCID No. 3 - Docket No. 54147  
Dual Certification Agreement and Existing Customer Connections

Dear Filing Clerk:

On April 25, 2023, Commission Staff filed its Amended Supplemental Recommendation on Administrative Completeness and Response to Order No. 8. The April 25<sup>th</sup> filing contained a memorandum from Jolie Mathis with the Commission's Infrastructure Division. Ms. Mathis requested that Rolling V Ranch WCID No. 3 provide the following items: (1) a dual certification agreement between Rolling V Ranch WCID No. 3 and the City of Rhome; and (2) specify the number of existing connections in the requested area. On April 27, 2023, the administrative law judge (ALJ) filed Order No. 9, which provided a deadline of May 10, 2023, for applicant to supplement that application.

Enclosed with this filing is a copy of the Dual Certification Agreement between Rhome and Rolling V Ranch WCID No. 3. There are fourteen (14) existing customer connections in the requested area.

Sincerely,



Scott W. Eidman

SWE:jmd  
Enclosure

**Exhibit 1**  
**Dual Certification Agreement**

## DUAL CERTIFICATION AGREEMENT

This DUAL CERTIFICATION AGREEMENT (this “Agreement”) shall set forth the terms between the CITY OF RHOME, TEXAS (“Rhome”), and ROLLING V RANCH WATER CONTROL AND IMPROVEMENT DISTRICT NO. 3 OF WISE COUNTY (“District”) in relation to the Application to Obtain or Amend a Water or Sewer Certificate of Convenience and Necessity (the “CCN Application”) filed with the Public Utility Commission of Texas (the “PUC”) on September 23, 2022 as Docket No. 54147. The effective date of this Agreement (the “Effective Date”) shall be the latest date on which this Agreement is executed by a Party to the Agreement. Rhome and the District are each a “Party” and collectively, the “Parties.”

### RECITALS

WHEREAS, the Parties are currently seeking a dual Certificate of Convenience and Necessity (“Dual CCN”) for approximately 2,331.24 acres that are shown in the maps attached hereto as Exhibit A, and filed with the CCN Application in PUC Docket No. 54147; and

WHEREAS, the Rhome City Council placed the dual certification application on the Rhome City Council agenda for discussion at the July 28, 2022, meeting and the Rhome City Council unanimously approved the filing of the CCN Application under Item G of the Regular Agenda, a copy of the minutes from the July 28, 2022, meeting are attached hereto as Exhibit B; and

WHEREAS, the Parties desire to execute this Agreement to comply with 16 Texas Administrative Code (TAC) § 24.233(a)(12).

### AGREEMENT

1. **Agreements.** The Parties hereby agrees as follows:
  - A. Rhome is a Type A general-law municipality that holds water CCN number 10989, which obligates Rhome to provide retail water service to customers in its certificated service area. The Parties executed a Wholesale Water Supply Agreement on December 10, 2021, in order for Rhome to provide wholesale water to the District.
  - B. The Parties desire for the District to obtain the right to provide retail water service within the boundaries of the District, which are located within CCN 10989. The Parties agree that the proper action for the District to obtain the legal right to provide retail water service is through a dual certification application to the PUC with Rhome.
  - C. The Parties agree to work together over the course of the CCN Application to provide any documentation requested by the PUC in order to approve the dual certification for the District to provide retail water service.

2. **Term.** This Agreement shall be effective against all Parties from the Effective Date and remain in place for a period of five (5) years from the Effective Date or until the granting of the CCN Application, whichever occurs first.
3. **Applicable Law; Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas, and all obligations of the Parties are performable in Wise County. Exclusive venue for any action to enforce or construe this Agreement shall be in Wise County.
4. **Amendments.** Any amendments to this Agreement may be agreed to by all Parties in writing.
5. **Events of Default.** No Party shall be in default under this Agreement until notice of the alleged failure of such Party to perform has been given in writing (which notice shall set forth in reasonable detail the nature of the alleged failure) and until such Party has been given a reasonable time to cure the alleged failure (such reasonable time to be determined based on the nature of the alleged failure, but in no event more than thirty (30) days after written notice of the alleged failure has been given). Notwithstanding the foregoing, no Party shall be in default under this Agreement if, within the applicable cure period, the Party to whom the notice was given begins performance and thereafter diligently and continuously pursues performance until the alleged failure has been cured and within such 30-day period gives written notice to the non-defaulting Party of the details of why the cure will take longer than thirty (30) days with a statement of how many days are needed to cure.
6. **Remedies.** If a Party is in default, the aggrieved Party may, at its option and without prejudice to any other right or remedy under this Agreement, seek any relief available at law or in equity, including, but not limited to, an action under the Uniform Declaratory Judgment Act, or actions for specific performance, mandamus, or injunctive relief. NOTWITHSTANDING THE FOREGOING, HOWEVER, NO DEFAULT UNDER THIS AGREEMENT SHALL ENTITLE THE AGGRIEVED PARTY TO TERMINATE THIS AGREEMENT OR LIMIT THE TERM OF THIS AGREEMENT.
7. **Successors and Assigns.** This Agreement shall be binding upon the Parties hereto and upon any of the Parties' respective successors and assigns.
8. **No Third Party Beneficiaries.** This Agreement does not create any third party benefits to any person or entity other than the named Parties hereto, and is solely for the consideration and purposes herein expressed.
9. **Authority; Governmental Immunity.** The undersigned representatives covenant that they are fully authorized to sign this Agreement on behalf of their respective Party. This Agreement is executed by the Parties hereto without coercion or duress and for substantial

consideration, the sufficiency of which is hereby acknowledged. By its execution of this Agreement, Rhone does not waive or surrender any of its respective governmental powers, immunities, or rights.

10. **Severability**. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable for any reason, then: (a) such unenforceable provision shall be deleted from this Agreement; (b) the unenforceable provision shall, to the extent possible and upon mutual agreement of the Parties, be rewritten to be enforceable and to give effect to the intent of the Parties; and (c) the remainder of this Agreement shall remain in full force and effect and shall be interpreted to give effect to the intent of the Parties.

[signatures on following pages]

AGREED TO AND EXECUTED by the Parties on the dates set forth below.

CITY OF RHOME, TEXAS

By: Amanda DeGan  
Amanda DeGan, City Administrator

ATTEST: Shaina Odom  
Shaina Odom, City Secretary

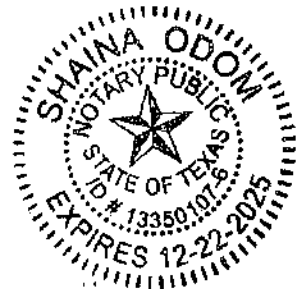


APPROVED AS TO FORM AND  
LEGALITY:

Carvan E. Adkins  
Carvan E. Adkins, City Attorney

THE STATE OF TEXAS   §  
                                     §  
COUNTY OF WISE       §

This instrument was acknowledged before me on May 9<sup>th</sup>, 2023, by  
Amanda DeGan, City Administrator of the City of Rhome, Texas on behalf of said city.



ROLLING V RANCH WATER CONTROL AND  
IMPROVEMENT DISTRICT NO. 3 OF WISE COUNTY

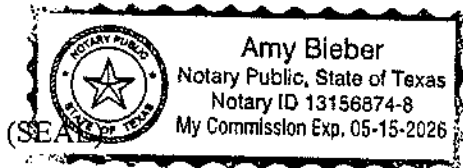
Cory Kammandel  
Cory Kammandel, President

ATTEST:

Zachary Fernald  
Zachary Fernald, Assistant Secretary

THE STATE OF TEXAS   §  
                                  §  
COUNTY OF DALLAS   §

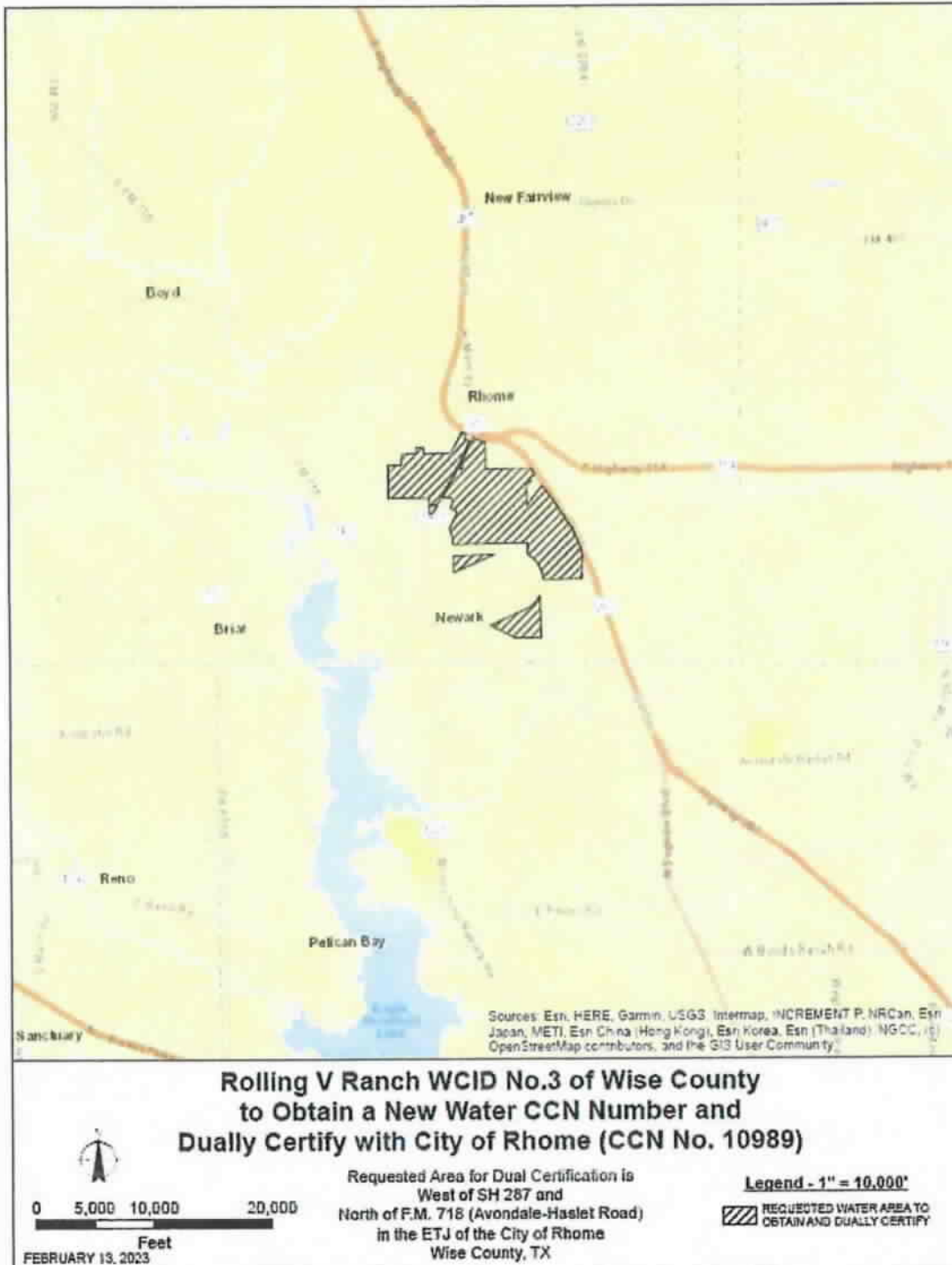
This instrument was acknowledged before me on May 2, 2023, by Cory Kammandel, President of the Board of Directors for Rolling V Ranch Water Control and Improvement District No. 3 of Wise County, on behalf of said political subdivision.

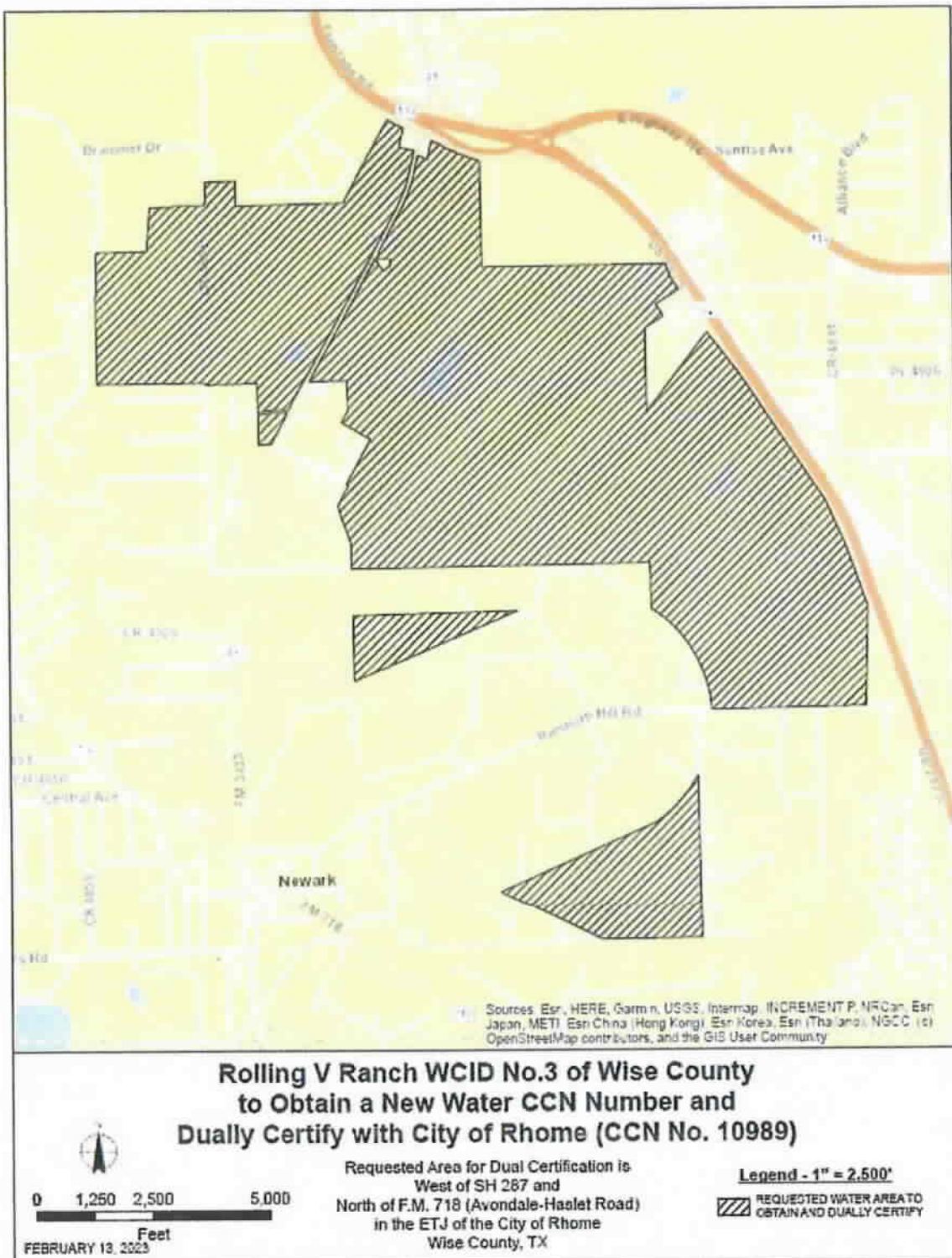


Amy Bieber  
Notary Public, State of Texas



# EXHIBIT A





## EXHIBIT B



Physical Address: 501 South Main Street

Mailing Address: PO Box 228

Rhome, Texas 76078

Telephone: 817-636-2462

[www.cityofrhome.com](http://www.cityofrhome.com) | [citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com)

Mayor  
Patricia Mitchell

City Council

Mayor Pro-Tem,  
Place 1  
Josh McCabe

Place 2  
Michelle Tye

Place 3  
Elaine Priest

Place 4  
Kathy Konegni

Place 5  
Patrick Meehan

City  
Administrator  
Cynthia Northrop

City Attorney  
Carvan Adkins

City Secretary  
Shaina Odom

Fire Chief  
Michelle  
DiCredico

Police Chief  
Eric Debus

Public Works  
Director

### MINUTES OF MEETING OF THE RHOME CITY COUNCIL

Meeting Date: Thursday, July 28, 2022

Regular Session: 6 pm

Executive Session: Immediately Following Regular Session

The Rhome City Council may conduct this meeting by videoconference call in accordance with Section 551.127 of the Texas Open Meetings Act. A quorum of the City Council will be physically present at the address listed above and the public may attend the meeting at the same location.

#### Regular Session: 6 pm

Mayor Mitchell called the meeting to order at 6 pm

#### Call to Order and Establish a Quorum -

Invocation - Pastor Heath Van Zandt

Pastor Van Zandt led the invocation

Pledge of Allegiance to the American Flag

Pledge of Allegiance to the Texas Flag

Honor the Texas Flag; I pledge allegiance to thee, Texas, One state under God, One and indivisible  
Council Member Konegni led the Pledges

#### Public Comments

1. The Council is not permitted to take action on or discuss any comments made to the Council at this time concerning an item not listed on the agenda. However, a Council Member or Mayor may make a statement of fact regarding the item, make a statement concerning the policy regarding the item and/or may propose that the item be placed on a future agenda or direct the City Administrator to contact the individual to address. If you are attending the meeting via Live Streaming, and you would like to make a Public Comment, you must email the City Secretary at [citysecretary@cityofrhome.com](mailto:citysecretary@cityofrhome.com) prior to 4 pm on the day of meeting and must identify each subject you plan to present to be recognized.
2. If the writer of a Public Comment wants someone to read the letter, it will only be read by the City Secretary and must be emailed prior (email above) to 4 pm on the day of the meeting.
3. Public Comments made in person require the speaker to submit the sign-up form to the City Secretary prior to the meeting, and the form must identify each subject the speaker plans to present.
4. A statement of no more than 3 minutes may be made. There will be no yielding of time to another person. Comments should be directed to the entire Council, not individual members. Engaging in verbal attacks, or comments intended to insult, abuse, malign, or slander any individuals shall be cause for termination of time privileges and removal from Council Chambers.

- Lisa Ann Wilson - 240 W First Street
- Ashley Majors - 200 Dagwood
- JoAnn Wilson - 240 W First Street
- Deborah BeCraft 360 W Second Street

#### **Announcements from Mayor and Council Members**

- Planning & Zoning Meeting August 1, 2022 at 6 pm
- Bulk trash pick-up August 2, 2022
- City Council Meeting August 11, 2022 at 6pm

#### **Consent Agenda**

*All items under this section are recommended for approval for the Consent Agenda. These items are of a routine nature and require only brief deliberation by Council. Council reserves the right to remove any item on the Consent Agenda for further deliberation.*

##### **A. Minutes of City Council Regular Session dated July 14, 2022 (City Secretary)**

*Mayor Pro-Tem McCabe made a motion to accept the minutes as presented, Council Member Meehan seconded the motion. Motion passed unanimously.*

#### **Monthly Board Minutes**

*All items under this section are for informational purposes only; no action will be taken by Council.*

##### **B. Minutes of Regular Planning & Zoning Commission Meeting dated May 2, 2022**

#### **Presentations:**

##### **C. Amy Pegues- Wise County Committee on Aging/Meals on Wheels**

#### **Regular Agenda – Old Business**

##### **D. Discussion, update and any necessary action regarding W/WW Revenue Bond and review water rate recommendations by consultant (City Administrator)**

City Administrator Northrop went over the rates and the different options. Council member Priest made a motion to approve option one, 10% increase on water bills to cover the maintenance of the water system at the bare minimum. Council member Tye seconded the motion. Motion passed unanimously.

##### **E. Discussion and any necessary action regarding drainage project (City Administrator)**

Council Member Meehan presented a PowerPoint showing Images of the properties drainage system in question. Kyle Weldon, Kimley-Horn, spoke on the matters regarding protecting the road/drainage system. Council Member Priest made a motion to table this item, Council member Meehan seconded the motion. Motion passed unanimously.

#### **Regular Agenda – New Business**

##### **F. Discussion and any necessary action regarding Certified Taxable Values, Proposed Budget for Fiscal Year 2022-2023 and Proposed Tax Rate in preparation for Public Hearings (City Administrator)**

Mayor Pro-Tem McCabe made a motion to go forward with option 2, Fire Department purchase two brush trucks and build them inhouse, using savings and RVR Funds to pay for the vehicles. Council Member Meehan seconded the motion. Motion passed unanimously.

##### **G. Discussion and any necessary action regarding application for dual Certificate of Convenience and Necessity (CCN) with PMB/RVR (City Administrator)**

Mayor Pro-Tem McCabe made a motion to move forward with the Dual CCN, Council Member Tye seconded the motion. Motion passed unanimously.

##### **H. Discussion and any necessary action regarding hiring temporary help to assist with Open Records Requests (Council Member Priest)**

No action was taken on this item.

#### **Convene into Executive Session –**

*Pursuant to the following designated section of the Texas Government Code, Annotated, Chapter 551 (Texas Open Meetings Act), the Council may convene into executive session to discuss the following:*

1. Section 551.071 Consultation with Attorney - pending or contemplated litigation, settlement offer or to seek advice from attorney

- J. Section 551.072 Deliberation regarding Real Property - purchase, exchange, lease, or value of real property if deliberation in an open meeting would have detrimental effect on position of the governmental body in negotiations with a third person
- K. Section 551.074 Personnel – discuss appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee, or hear complaint or charge against officer or employee in executive session unless officer or employee requests a public hearing
  - City Administrator
- L. Section 551.087 – Deliberations regarding Economic Development Negotiations – to discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to locate, stay or expand in or near the City and with which the City is conducting economic development negotiations

**Reconvene into Regular Session**

M. Discussion and any necessary action as a result of Executive Session

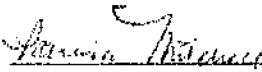
No action was taken due to Executive Session.

**Future Agenda Items**

*(Agenda items are due by 5 pm on the Wednesday of the week prior to the council meeting)*

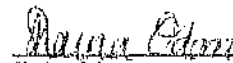
**Adjourn**

Council Member Tye made a motion to adjourn, Council Member Meehan seconded the motion. Motion passed unanimously. Meeting adjourned at 10:10 pm



Patricia Mitchell,  
Mayor

ATTEST:

  
Shaina Odom  
City Secretary

